

UNITED STATES DISTRICT COURT SOUTHERN
DISTRICT OF NEW YORK

-----X
INNOVATUS CAPITAL PARTNERS, LLC,

Plaintiff,

1:18-cv-04252-LLS

- against -

JONATHAN NEUMAN, ANTONY MITCHELL, RITZ
ADVISORS, LLC, GREG WILLIAMS, DARYL
CLARK, AND AMANDA ZACHMAN,

**INITIAL
DISCLOSURES
PURSUANT TO
RULE 26(A)(1)**

Defendants.

-----X
MY REALTY PBC, LLC,

Plaintiff,

- against -

INNOVATUS CAPITAL PARTNERS, LLC,

Defendant.

-----X
PLEASE TAKE NOTICE, that, pursuant to Rule 26(a) of the Federal Rules of Civil Procedure, Innovatus Capital Partners, LLC (“Innovatus”), plaintiff in the first above-captioned action (the “Innovatus Action”) and defendant in the second above-captioned action (the “MV Realty Action”), hereby provides the following initial disclosures.

1. The names and, if known, the address and telephone number of each individual likely to have discoverable information, along with the subjects of that information, that Innovatus may use to support its claims or defenses, unless the use would be solely for impeachment:

David Schiff
Innovatus Capital Partners, LLC
777 Third Avenue, 25th Floor
New York, NY 10017
(212) 698 4580

Mr. Schiff has knowledge about the nature of Right to List, or RTL, transactions; the process by which Innovatus decided to become involved in such transactions; methods of financing such transactions, including securitization; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' decision to work with the defendants in the Innovatus Action and MV Realty PBC, LLC ("MV Realty") to pursue RTL transactions; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties relating to the contemplated joint venture among the parties; the representations made by the Defendants in the Innovations Action and MV Realty as to what they would contribute to the joint venture; the importance of having an established real estate brokerage firm when attempting to engage in RTL transactions; the break-down of the relationship among the parties; the events constituting breaches of the Non-Disclosure Agreements; and Innovatus' efforts to pursue RTL transactions after the breakdown in the relationship with the defendants in the Innovatus Action and MV Realty.

Joshua Little
Innovatus Capital Partners, LLC
777 Third Avenue, 25th Floor
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(212) 698 4580

Mr. Little has knowledge about the nature of Right to List, or RTL, transactions; the process by which Innovatus decided to become involved in such transactions; methods of

financing such transactions, including securitization; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' decision to work with the defendants in the Innovatus Action and MV Realty to pursue RTL transactions; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties relating to the contemplated joint venture among the parties; the representations made by the Defendants in the Innovations Action and MV Realty as to what they would contribute to the joint venture; the importance of having an established real estate brokerage firm when attempting to engage in RTL transactions; the break-down of the relationship among the parties; the events constituting breaches of the Non-Disclosure Agreements; and Innovatus' efforts to pursue RTL transactions after the breakdown in the relationship with the defendants in the Innovatus Action and MV Realty.

Joseph Schottland
Innovatus Capital Partners, LLC
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New York, NY 10017
(212) 698 4580

Mr. Schottland has knowledge about the nature of Right to List, or RTL, transactions; the process by which Innovatus decided to become involved in such transactions; methods of financing such transactions, including securitization; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' decision to work

with the defendants in the Innovatus Action and MV Realty to pursue RTL transactions; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties relating to the contemplated joint venture among the parties; the representations made by the Defendants in the Innovations Action and MV Realty as to what they would contribute to the joint venture; the importance of having an established real estate brokerage firm when attempting to engage in RTL transactions; the break-down of the relationship among the parties; the events constituting breaches of the Non-Disclosure Agreements; and Innovatus' efforts to pursue RTL transactions after the breakdown in the relationship with the defendants in the Innovatus Action and MV Realty.

Ethan Ard
1 S 1st St,
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Brooklyn, NY 11249
917-969-6624

Mr. Ard has knowledge about the nature of Right to List, or RTL, transactions; the process by which Innovatus decided to become involved in such transactions; methods of financing such transactions, including securitization; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' decision to work with the defendants in the Innovatus Action and MV Realty to pursue RTL transactions; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information

relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties relating to the contemplated joint venture among the parties; the representations made by the Defendants in the Innovations Action and MV Realty as to what they would contribute to the joint venture; the importance of having an established real estate brokerage firm when attempting to engage in RTL transactions; the break-down of the relationship among the parties; the events constituting breaches of the Non-Disclosure Agreements; and Innovatus' efforts to pursue RTL transactions after the breakdown in the relationship with the defendants in the Innovatus Action and MV Realty.

Jonathan Neuman
c/o Jason C. Raofield
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850 Tenth Street, N.W.
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(202) 662-5072

Mr. Neuman has knowledge about the nature of Right to List, or RTL, transactions; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties

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Antony Mitchell
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Mr. Mitchell has knowledge about the nature of Right to List, or RTL, transactions; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties relating to the contemplated joint venture among the parties; the representations made by the Defendants in the Innovations Action and MV Realty as to what they would contribute to the joint venture; the importance of having an established real estate brokerage firm when attempting to engage in RTL transactions; the break-down of the relationship among the parties; the events

constituting breaches of the Non-Disclosure Agreements; and the damages sustained by Innovatus as a result of the wrongful actions of the defendants in the Innovatus Action and MV Realty.

Amanda Zachman
c/o Jason C. Raofield
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Ms. Zachman has knowledge about the nature of Right to List, or RTL, transactions; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties relating to the contemplated joint venture among the parties; the representations made by the Defendants in the Innovations Action and MV Realty as to what they would contribute to the joint venture; the importance of having an established real estate brokerage firm when attempting to engage in RTL transactions; the break-down of the relationship among the parties; the events constituting breaches of the Non-Disclosure Agreements; and the damages sustained by Innovatus as a result of the wrongful actions of the defendants in the Innovatus Action and MV Realty.

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Mr. Williams has knowledge about the nature of Right to List, or RTL, transactions; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties relating to the contemplated joint venture among the parties; the representations made by the Defendants in the Innovations Action and MV Realty as to what they would contribute to the joint venture; the importance of having an established real estate brokerage firm when attempting to engage in RTL transactions; the break-down of the relationship among the parties; the events constituting breaches of the Non-Disclosure Agreements; and the damages sustained by Innovatus as a result of the wrongful actions of the defendants in the Innovatus Action and MV Realty.

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Mr. Clark has knowledge about the nature of Right to List, or RTL, transactions; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties relating to the contemplated joint venture among the parties; the representations made by the Defendants in the Innovations Action and MV Realty as to what they would contribute to the joint venture; the importance of having an established real estate brokerage firm when attempting to engage in RTL transactions; the break-down of the relationship among the parties; the events constituting breaches of the Non-Disclosure Agreements; and the damages sustained by Innovatus as a result of the wrongful actions of the defendants in the Innovatus Action and MV Realty.

Steven Mackey
c/o MV Realty PBC, LLC
401 E Atlantic Ave #201,
Delray Beach, FL, 33444

Mr. Mackey has knowledge about the nature of Right to List, or RTL, transactions; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties

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Jonathan Moulton
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Innovatus as a result of the wrongful actions of the defendants in the Innovatus Action and MV Realty.

Laura Allison
c/o MV Realty PBC, LLC
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Delray Beach, FL, 33444

Ms. Allison has knowledge about the nature of Right to List, or RTL, transactions; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and the accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties relating to the contemplated joint venture among the parties; the representations made by the Defendants in the Innovations Action and MV Realty as to what they would contribute to the joint venture; the importance of having an established real estate brokerage firm when attempting to engage in RTL transactions; the break-down of the relationship among the parties; the events constituting breaches of the Non-Disclosure Agreements; and the damages sustained by Innovatus as a result of the wrongful actions of the defendants in the Innovatus Action and MV Realty.

Tiffany Brown
c/o MV Realty PBC, LLC
401 E Atlantic Ave #201,
Delray Beach, FL, 33444

Ms. Brown has knowledge about the nature of Right to List, or RTL, transactions; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties relating to the contemplated joint venture among the parties; the representations made by the Defendants in the Innovations Action and MV Realty as to what they would contribute to the joint venture; the importance of having an established real estate brokerage firm when attempting to engage in RTL transactions; the break-down of the relationship among the parties; the events constituting breaches of the Non-Disclosure Agreements; and the damages sustained by Innovatus as a result of the wrongful actions of the defendants in the Innovatus Action and MV Realty.

Kyle Cann
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Cole Dauito
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Mr. Dauito has knowledge about the nature of Right to List, or RTL, transactions; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties relating to the contemplated joint venture among the parties; the representations made by the Defendants in the Innovations Action and MV Realty as to what they would contribute to the joint venture; the importance of having an established real estate brokerage firm when attempting to engage in RTL transactions; the break-down of the relationship among the parties; the events constituting breaches of the Non-Disclosure Agreements; and the damages sustained by

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Jessica Michel
c/o MV Realty PBC, LLC
401 E Atlantic Ave #201,
Delray Beach, FL, 33444

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Samantha Outlaw
c/o MV Realty PBC, LLC
401 E Atlantic Ave #201,
Delray Beach, FL, 33444

Ms. Outlaw has knowledge about the nature of Right to List, or RTL, transactions; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties relating to the contemplated joint venture among the parties; the representations made by the Defendants in the Innovations Action and MV Realty as to what they would contribute to the joint venture; the importance of having an established real estate brokerage firm when attempting to engage in RTL transactions; the break-down of the relationship among the parties; the events constituting breaches of the Non-Disclosure Agreements; and the damages sustained by Innovatus as a result of the wrongful actions of the defendants in the Innovatus Action and MV Realty.

TJ Prystal
c/o MV Realty PBC, LLC
401 E Atlantic Ave #201,
Delray Beach, FL, 33444

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Erik Rooney
c/o MV Realty PBC, LLC
401 E Atlantic Ave #201,
Delray Beach, FL, 33444

Mr. Rooney has knowledge about the nature of Right to List, or RTL, transactions; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties relating to the contemplated joint venture among the parties; the representations made by the Defendants in the Innovations Action and MV Realty as to what they would contribute to the joint venture; the importance of having an established real estate brokerage firm when attempting to engage in RTL transactions; the break-down of the relationship among the parties; the events constituting breaches of the Non-Disclosure Agreements; and the damages sustained by

Innovatus as a result of the wrongful actions of the defendants in the Innovatus Action and MV Realty.

Emeline Savidge
c/o MV Realty PBC, LLC
401 E Atlantic Ave #201,
Delray Beach, FL, 33444

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Brittany Stanphill
c/o MV Realty PBC, LLC
401 E Atlantic Ave #201,
Delray Beach, FL, 33444

Ms. Stanphill has knowledge about the nature of Right to List, or RTL, transactions; the economic value to Innovatus of being the first entrant in the RTL market; Innovatus' development of business plans, tracking metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying; the negotiations among the parties relating to the contemplated joint venture among the parties; the representations made by the Defendants in the Innovations Action and MV Realty as to what they would contribute to the joint venture; the importance of having an established real estate brokerage firm when attempting to engage in RTL transactions; the break-down of the relationship among the parties; the events constituting breaches of the Non-Disclosure Agreements; and the damages sustained by Innovatus as a result of the wrongful actions of the defendants in the Innovatus Action and MV Realty.

2. A copy – or a description by category and location – of all documents, electronically stored information, and tangible things that Innovatus has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment.

Innovatus has documents in its possession regarding the process by which Innovatus decided to become involved in RTL transactions; the reasons for Innovatus' decision to become involved in RTL transactions; Innovatus' analyses of methods of financing such transactions, including securitization; Innovatus' decision to work with the defendants in the Innovatus Action and MV Realty to pursue RTL transactions; business plans, tracking

metrics, financial models, analyses and other proprietary information relating to RTL transactions and the financing of such transactions; the drafting, meaning and reasons for the Non-Disclosure Agreements and accompanying term sheet entered into by the parties; the work performed by the parties following execution of the Non-Disclosure Agreements and accompanying term sheet; the negotiations among the parties relating to the contemplated joint venture among the parties; the break-down of the relationship among the parties; the events constituting breaches of the Non-Disclosure Agreements; and Innovatus' efforts to pursue RTL transactions after the breakdown in the relationship with the defendants in the Innovatus Action and MV Realty.

3. A computation of each category of damages claimed by Innovatus, along with copies of all documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered:

Innovatus cannot compute its damages at this time, but will provide such a computation after it has conducted discovery of the Defendants in the Innovatus Action and MV Realty regarding their efforts to enter into RTL transactions and after Innovatus has engaged an expert with respect to the issue of damages.

4. Any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Not applicable.

Dated: New York, New York
March 6, 2020



REITLER KAILAS & ROSENBLATT LLC

By: Leo G. Kailas

Edward P. Grosz

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Attorneys for

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TO: Jason C. Raofield
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
INNOVATUS CAPITAL PARTNERS, LLC,

Plaintiff,

-against-

JONATHAN NEUMAN, ANTONY MITCHELL, RITZ
ADVISORS, LLC, GREG WILLIAMS, DARYL
CLARK, AND AMANDA ZACHMAN,

Defendants.
----- X

Case No. 1:18-cv-04252-LLS

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

CARLA MCFARLANE, being duly sworn, deposes and says:


I am over 18 years of age and am not a party to this action. On March 6, 2020, I served a true and correct copy of the within **Initial Disclosures Pursuant to Rule 26(A)(1)** on the following persons:

Jason C. Raofield
Covington & Burling LLP
One City Center
850 Tenth Street, N.W.
Washington, D.C. 20001-4956

by mailing the papers to Jason C. Raofield personally at the addresses listed above enclosed in a first-class postpaid wrapper, in a post office or official depository under the exclusive care and custody of the United States Postal Service within the state.


Carla McFarlane

Sworn to before me this
6th day of March 2020


Karah Menendez
Notary Public, State of New York
No. 01ME6187810
Qualified in Queens County
Commission Expires May 27, 2020